

ZB# 76-9

Rudolph Pizzonia

(no S-B-L given)

Pizzonia, Rudolph - Special Use Permit - Gas Station

76-9

Public Hearing
June 14, 1976.

8 p.m. -
Special Use Permit

To: Orange County
Planning Dept.

(2 hearings held
6/14 & 6/28/76.)

Application granted
6/28/76.

GENERAL RECEIPT

2901

Town of New Windsor, N. Y.

July 1, 1976

Received of Rudolph Pizzonia \$ 25.⁰⁰
Twenty-five and 00/100 Dollars

For Zoning Board #36-9 & Variance Application Fee

DISTRIBUTION:

FUND	CODE	AMOUNT

BY Pauline Townsend

Deputy Town Clerk
TITLE

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----X
In the Matter of the Application of
RUDOLPH PIZZONIA
for Special Use Permit.
-----X

DECISION GRANTING
SPECIAL USE PERMIT

WHEREAS RUDOLPH PIZZONIA of Mountainview Drive, Highland Mills, New York, filed an application No. 76-9 for a special use permit for the property located at the corner of St. Anne's Drive and Route 94 in the Town of New Windsor.

WHEREAS a public hearing on this application for a special use permit was held by the Zoning Board of Appeals on the 28th day of June, 1976 at the Town Hall of the Town of New Windsor after due notice by publication and due notice to residents and businesses within 500 feet of the subject premises; and

WHEREAS at said hearing the petitioning party was present, one Rudolph Pizzonia, and no opposition having appeared to the application; and

WHEREAS the Zoning Board of Appeals makes the following findings of fact in this application:

1. That the applicant intends to operate a general auto repair service station specializing in automatic transmission repairs, but not for the sale of gasoline.
2. That there will be no outside storage of automobiles, only the automobiles which are being worked on or awaiting repairs.
3. That this site has always been used as a type of service station and is presently boarded up and that the reopening of this repair shop would be an enhancement of the property since the applicant intends to add shrubbery, etc.

NOW THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor hereby grants the special use permit as requested hereinabove.

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the applicant, the Town Planning Board, and the Town Clerk.

Dated: ^{Spt.}~~August~~____, 1976.



THEODORE JARESTORFF, Chairman

MOTION BY DAN MC CARVILLE

SECONDED BY GEORGE YORKIS

to approve the application No. 76-9 of Rudolph Pizzonia for a special use permit to install a general auto repair service station specializing in automatic transmission repairs at the corner of St. Anne's Drive and Route 94 in the Town of New Windsor, New York.

ROLL CALL:	Mr. McCarville	- yes
	Mr. Fischer	- yes
	Mr. Stortecky	- yes
	Mr. Yorkis	- yes
	Mr. Jargstorff	- Abstaining

Motion carried 4 ayes - 1 abstention.

Patricia Razansky, Secretary

New Windsor Zoning Board of Appeals

Agenda - June 28th
Pizzonia P.H.

PUBLIC NOTICE OF HEARING BEFORE
THE ZONING BOARD OF APPEALS

9/6/77 Mr

JUN 22 1976

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a public hearing pursuant
to Section 48-33A of the Zoning Ordinance on the following
proposition:

Appeal No. 9

Request of RUDOLPH PIZZONIA

Special Use Permit

for a ~~Variance~~ / ~~Special Use Permit~~ of the
regulations of the Zoning Local Law, to permit

the operation of a general auto repair service

station specializing in automatic transmission repairs

Special Use Permit

being a / ~~Variance~~ ~~Special Use Permit~~ of

Section 3.2 - Table of Use Regulations-Column B-4

for property situated at: the corner of St. Anne's

Drive and Route 94, Town of New Windsor, N. Y.

He do not wish to have
the General auto repair service
station at the corner of St. Anne Dr. & RT 94.

SAID HEARING will take place on the 28th day of June, 19 76,

at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.

beginning at 8 o'clock P. M.

Leonard Marino

Attilio Marino

THEODORE JARGSTORFF,
Chairman

June 24, 1976. June 22, 1976

To Mr. Jargstorff and Members of the Zoning Board:

Please deny a permit to Mr. Pizzonia to open a general auto repair service station, specializing in automatic transmission repairs, on the corner of St. Anne's Dr. and Rt. 94 for the following reasons-

- 1- There already has a service station within approximately 200 feet from above site.
- 2- Another business that will be selling gasoline, also within approximately 200 feet.
- 3- The immediate area is more residential and there are more private homes than commercial buildings.
- 4- I feel the area is on the way back to becoming one of the best neighborhoods of the Town and another service station will down grade the area.
- 5- I'm sure Mr. Pizzonia will be able to find a more suitable site for his business.

Sincerely Yours,

Mrs. Alice C. Brady

404 Blooming Dr. Lpk.

New Windsor, N.Y. 12550

Also on the corner of St. Anne's Dr. and Rt. 94

555 Union Avenue
New Windsor, N. Y. 12550
June 8, 1976

Mr. Henry Van Leeuwen, Chairman
New Windsor Planning Board
555 Union Avenue
New Windsor, N. Y. 12550

RE: PUBLIC HEARINGS BEFORE THE ZONING BOARD OF APPEALS

Dear Hank:

Kindly be advised that the following public hearings are scheduled for Monday evening, June 14, 1976 before the Zoning Board of Appeals:

8 p.m. - Application for variance of Connie Salomatoff

8:15 p.m. - Application for variance (special use permit)
of Rudolph Pizzonia

I have enclosed herewith copies of the above applications together with the public hearing notices which are pertinent to these matters.

Very truly yours,

PATRICIA RAZANSKY, Secretary

/pr

Enclosures

cc: Howard Collett, Bldg. Inspector

Referring Mr. Rudolph Pizzonia and Frank Pizzonia to Zoning Board of Appeals for possible special permit for operation of former Phillips Gas Station on Route 94 - automatic transmission shop and a "U-Fix It Center."



HOWARD COLLETT, Bldg. and Zoning
Inspector

3/24/76

76-9
(Number)

4/12/76.
(Date)

I. Applicant information:

- (a) Rudolph Pizzonia MT. View Dr Highland Hills, NY ⁹²⁸⁻²⁵²⁶
(Name, address and phone of Applicant)
- (b) SAME
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☐ Area variance
- ☐ Sign variance
- ☒ Special permit

✓ III. Property information:

- (a) NC Rt. 94 / St. Anne's Drive New Windsor 147 x 150 front
(Zone) (Address) (M B L) (Lot size)
125 rear - 185 ft.
- (b) What other zones lie within 500 ft.? _____
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 1964
- (e) Has property been subdivided previously? ? When? _____
- (f) Has property been subject of variance or special permit previously? YES When? 1963-64
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? NC. If so, when _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. NC

the special permit.

~~replacing automatic - automatic~~
~~transmission specialty - no gasoline~~
~~to be sold~~



VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

~~similar as before, but no gasoline~~
~~which would mean less traffic, less~~
~~noise, it will be a personally owned~~
~~business by local people, not a large~~
~~gas corporation which appearance we~~
~~feel is essential to a successful business~~



IX. Attachments required:

- ☐ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☐ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ _____ payable to Town of New Windsor.
- ☒ Check in the amount of \$ _____ payable to Secretary for taking public hearing.
- Photos of existing premises which show all present signs and landscaping.

All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.

☐ Other

NE/GWT:
12/5/73

SS #19895
New Windsor, NY

AGREEMENT FOR SALE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

REPROCO, INC., a Delaware corporation with an
office ~~xx~~ in the First National Bank Building, Bartlesville

Oklahoma 74003, hereinafter referred to as "Seller", hereby
agrees to sell and convey, or cause to be sold and conveyed, unto
RUDOLPH I. PIZZONIA and MARY ANN PIZZONIA, his wife and FRANK PIZZONIA AND
EVELYN PIZZONIA and FRANK PIZZONIA, his wife, all whose mailing address is

Mountain View Avenue (no street no.), Highland Mills, New York 10930
hereinafter referred to as "Buyer" (and if more than one hereinafter
individually and jointly referred to as "Buyer"), and Buyer hereby
agrees to purchase the premises situated in the County of Orange,
State of New York, described in the form of deed
attached hereto as Exhibit "A" and incorporated herein by reference the
same as though fully set forth herein at length, together with all im-
provements thereon and appurtenances thereunto belonging, hereinafter
collectively referred to as the "Premises", excluding, however, all
signs and other Phillips Petroleum Company identification, if any, all in
accordance with the following terms and provisions:

1. PURCHASE PRICE:

The purchase price for said premises ^{or good certified check} shall be the sum of
\$ 41,000.00, payable in cash ^{at closing}, of which the sum of
\$ 4,100.00 has this day been paid by Buyer to Seller as
earnest money, which sum will be applied to the purchase price at
closing.

2. SPECIAL AGREEMENTS:

Special terms and provisions, if any, applicable to the sale
hereunder are set forth on Exhibit "B" attached hereto, signed by Seller
and Buyer, said Exhibit "B", if any, being incorporated herein by
reference the same as though fully set forth herein at length.

3. TITLE:

Seller will furnish to Buyer a copy of such title insurance
policy (issued to Seller at the time of Seller's purchase of the Premises)
or such abstract of title as Seller may have covering the Premises. Buyer
shall, at its own cost and expense, make such examination of title as
Buyer deems appropriate and pay all costs of any title insurance policy
or other evidence or guaranty of title Buyer may desire. Within 30 days
after delivery by Seller to Buyer of an executed copy of this Agreement,
Buyer shall give Seller written notice of defects, if any, which render
the title unmarketable, it being understood that current taxes and assess-
ments, governmental regulations applicable to the premises, rights-of-way
and easements for public utilities and streets, roads or highways abutting

KNOW ALL MEN BY THESE PRESENTS:

REPROCO, INC., a Delaware corporation with an office ~~xx~~ in the First National Bank Building, Bartlesville

Oklahoma 74003, hereinafter referred to as "Seller", hereby agrees to sell and convey, or cause to be sold and conveyed, unto RUDOLPH I. PIZZONIA and MARY ANN PIZZONIA, his wife and FRANK PIZZONIA AND EVELYN PIZZONIA and FRANK PIZZONIA, his wife, all whose mailing address is

Mountain View Avenue (no street no.), Highland Mills, New York 10930, hereinafter referred to as "Buyer" (and if more than one, hereinafter individually and jointly referred to as "Buyer"), and Buyer hereby agrees to purchase the premises situated in the County of Orange, State of New York, described in the form of deed attached hereto as Exhibit "A" and incorporated herein by reference the same as though fully set forth herein at length, together with all improvements thereon and appurtenances thereunto belonging, hereinafter collectively referred to as the "Premises", excluding, however, all signs and other Phillips Petroleum Company identification, if any, all in accordance with the following terms and provisions:

1. PURCHASE PRICE:

The purchase price for said premises shall be the sum of \$ 41,000.00, payable in cash ^{or good certified check} at closing, of which the sum of \$ 4,100.00 has this day been paid by Buyer to Seller as earnest money, which sum will be applied to the purchase price at closing.

2. SPECIAL AGREEMENTS:

Special terms and provisions, if any, applicable to the sale hereunder are set forth on Exhibit "B" attached hereto, signed by Seller and Buyer, said Exhibit "B", if any, being incorporated herein by reference the same as though fully set forth herein at length.

3. TITLE:

Seller will furnish to Buyer a copy of such title insurance policy (issued to Seller at the time of Seller's purchase of the Premises) or such abstract of title as Seller may have covering the Premises. Buyer shall, at its own cost and expense, make such examination of title as Buyer deems appropriate and pay all costs of any title insurance policy or other evidence or guaranty of title Buyer may desire. Within 30 days after delivery by Seller to Buyer of an executed copy of this Agreement, Buyer shall give Seller written notice of defects, if any, which render the title unmarketable, it being understood that current taxes and assessments, governmental regulations applicable to the premises, rights-of-way and easements for public utilities and streets, roads or highways abutting the Premises or within the boundaries of which any portion of the Premises may be located, and the rights of the public therein, shall not be deemed to constitute title defects hereunder. In the absence of any such notice of title defects within the time specified above, title shall be deemed

acceptable to Buyer. Upon receipt of any such notice, Seller shall have the opportunity of attempting to cure such defects, or causing same to be cured. In the event any such defects have not been cured within 30 days after the date of notice thereof by Buyer to Seller, either party hereto may terminate this Agreement by written notice to the other, in which event both parties hereto shall be relieved of any further obligations hereunder and Buyer's earnest money will be returned to Buyer.

4. CONVEYANCE:

The Premises shall be conveyed by deed in the form attached hereto as Exhibit "A", as corrected to show the complete names of the purchasers. Any modifications in the description shown on a recent survey as approved by the title company will also be reflected in the deed.

5. CLOSING:

In the absence of title defects or in the event defects, if any, are cured or Buyer makes no title objections or elects to waive objections and accept title, Buyer shall pay to Seller the balance of the purchase price hereunder upon delivery or tender of delivery by Seller of a deed to Buyer in accordance with the terms hereof. In the event Buyer fails or refuses to close the purchase in accordance herewith, the earnest money paid by Buyer hereunder shall be forfeited to and retained by Seller without prejudice to any rights or remedies available to Seller, at law or in equity, for the enforcement of this contract or for the breach thereof. The closing shall be held at the attorney's office of the lending institution at which the purchasers have secured a mortgage on June 30, 1976 or within 20 days from receipt of the approvals referred to

6. TAXES AND ASSESSMENTS: in Exhibit B, item 4 of the rider hereto.

Current taxes are defined as the ad valorem taxes assessed for and applicable to the tax year (the twelve month period following the assessment date applicable to the Premises whether or not such taxes are payable during said twelve month period) in which the deed to Buyer is delivered. Current taxes shall be prorated to the date of closing and Seller's share thereof shall be determined by proration on a tax year (as defined above) basis, using for this computation the taxes levied for the tax year (as so defined) immediately preceding the date of the deed if the amount of the current taxes has not been fixed by the taxing authorities.

7. POSSESSION:

Possession of the Premises shall be delivered to Buyer at closing, vacant and in broom clean condition.

8. EQUIPMENT:

There is excluded from this sale all signs and other Phillips Petroleum Company identifications, if any. Equipment and personal property, if any, owned by Seller and located on the Premises and not above excluded from the sale is included in the sale and will be transferred to Buyer by the deed delivered hereunder. All said equipment shall be removed by the seller prior to closing. Any equipment affixed to the property shall be removed without damage to the premises.

9. NOTICES:

...and terminate this Agreement by written notice to the other, in which event both parties hereto shall be relieved of any further obligations hereunder and Buyer's earnest money will be returned to Buyer.

4. CONVEYANCE:

The Premises shall be conveyed by deed in the form attached hereto as Exhibit "A", as corrected to show the complete names of the purchasers. Any modifications in the description shown on a recent survey as approved by the title company will also be reflected in the deed.

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9. NOTICES:

All notices required or which may be given hereunder shall be considered as properly given if delivered in writing personally or sent by Certified United States Mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at their respective addresses first

hereinabove shown. Notice given by mail shall be deemed given on the date on which such notice is deposited in the United States Mail, properly addressed, with postage prepaid, certified, with return receipt requested.

10. CONTINUING OFFER:

Upon execution of this Agreement by Buyer, same shall constitute a continuing offer by Buyer to Seller to purchase the Premises on the terms herein set forth, which offer shall remain open for acceptance by Seller at any time on or prior to ~~xxxxxx~~ 6/15, 19 76, by Seller's execution and delivery to Buyer of a copy of this Agreement.

11. BINDING EFFECT AND ENTIRETY OF AGREEMENT:

The terms, covenants and provisions hereof shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, administrators, executors, successors and assigns, upon execution of this Agreement by both Seller and Buyer, and all prior negotiations and understandings between the parties are merged herein and this Agreement shall constitute the entire contract between the parties and shall not be modified, amended or altered in any way whatsoever except by written amendment hereof signed by both Seller and Buyer.

12. WHEN BINDING ON SELLER:

This Agreement shall not in any way become binding upon Seller unless and until same has been executed by Seller and a copy thereof so executed delivered to Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the _____ day of May, 19 76.

ATTEST:

REPROCO, INC.

Assistant Secretary

By

Vice President *JPS*

SELLER

Rudolph Pizzonia (SEAL)
RUDOLPH PIZZONIA

Frank Pizzonia (SEAL)
FRANK PIZZONIA

Mary Ann Pizzonia
MARY ANN PIZZONIA

Evelyn Pizzonia
EVELYN PIZZONIA

10. CONTINUING OFFER:

Upon execution of this Agreement by Buyer, same shall constitute a continuing offer by Buyer to Seller to purchase the Premises on the terms herein set forth, which offer shall remain open for acceptance by Seller at any time on or prior to ~~xxxxxx/xxxxxx/xxxxxx~~ 6/15, 19 76, by Seller's execution and delivery to Buyer of a copy of this Agreement.

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The terms, covenants and provisions hereof shall be binding upon and inure to the benefit of Seller and Buyer, their respective heirs, administrators, executors, successors and assigns, upon execution of this Agreement by both Seller and Buyer, and all prior negotiations and understandings between the parties are merged herein and this Agreement shall constitute the entire contract between the parties and shall not be modified, amended or altered in any way whatsoever except by written amendment hereof signed by both Seller and Buyer.

12. WHEN BINDING ON SELLER:

This Agreement shall not in any way become binding upon Seller unless and until same has been executed by Seller and a copy thereof so executed delivered to Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the _____ day of _____ May _____, 19 76.

ATTEST:

REPROCO, INC.

Assistant Secretary

By _____

Vice President *JES*

SELLER

Rudolph Pizzonia (SEAL)

RUDOLPH PIZZONIA

Frank Pizzonia (SEAL)

FRANK PIZZONIA

Mary Ann Pizzonia

MARY ANN PIZZONIA

Evelyn Pizzonia

EVELYN PIZZONIA

EXHIBIT A

AR/1r
-31-73
(N.Y.)

Attached to and made a part of Agreement for Sale
of Real Estate dated _____, 19____,
between REPROCO, INC., as Seller, and RUDOLF
PIZZONIA and FRANK PIZZONIA, as Buyer.

S.S. 19895
New Windsor, NY

D E E D

THIS INDENTURE, made the _____ day of _____,
19____, between REPROCO, INC., a Delaware
corporation with an office in the First National Bank Building, 4th
and Keeler Streets (no street number), Bartlesville, Washington
County, Oklahoma 74003, hereinafter referred to as Grantor, and

RUDOLF PIZZONIA and FRANK PIZZONIA

whose mailing address is
~~XXXXXX Office~~ Mountain View Avenue (no street no.), Highland Mills
New York, 12963, hereinafter referred to as Grantee:

W I T N E S S E T H:

THAT Grantor in consideration of Ten Dollars and other
valuable consideration paid by Grantee, does hereby grant and re-
lease unto Grantee, the heirs or successors and assigns of Grantee,
all that certain plot, piece or parcel of land, lying and being in
the Town of New Windsor, County of Orange,
State of New York:

BEGINNING at a point in the northerly line of Route 94 at the
intersection of said northerly line with the easterly line of
St. Anne Drive, said point of beginning located North 82° 50'
50" East 180.30 feet from the southeast corner of lands now or
formerly of Forge Hill Realty at the intersection of said east-
erly line of Forge Hill Realty with the northerly line of Route
94; thence from said point of beginning and along the easterly
line of St. Anne Drive, North 21° 03' 20" West 147.0 feet to a
point, said point being in the line of land now or formerly of
Schoonmaker Brothers; thence along the line of said lands of
Schoonmaker Brothers, North 68° 56' 40" East 125.0 feet to a
point; thence through lands now or formerly of Warmers on the
next two courses, South 21° 03' 20" East 100.0 feet to a point
and South 34° 59' 30" East 85.55 feet to a point in the northerly
line of Route 94; thence along the northerly line of Route 94,
South 82° 50' 50" West 150.0 feet to the point of beginning.

same being premises conveyed to Grantor by deed dated October 1,
1964, of record in the office for recording of deeds in
Orange County, New York in Deed Book Liber 1696, page 430:

THIS INDENTURE, made the _____ day of _____, 19____, between REPROCO, INC., a Delaware corporation with an office in the First National Bank Building, 4th and Keeler Streets (no street number), Bartlesville, Washington County, Oklahoma 74003, hereinafter referred to as Grantor, and

RUDOLF PIZZONIA and FRANK PIZZONIA

whose mailing address is ~~XXXXXX of State~~ Mountain View Avenue (no street no.), Highland Mills, New York, 12963, hereinafter referred to as Grantee:

W I T N E S S E T H:

THAT Grantor in consideration of Ten Dollars and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee, all that certain plot, piece or parcel of land, lying and being in the Town of New Windsor, County of Orange, State of New York:

BEGINNING at a point in the northerly line of Route 94 at the intersection of said northerly line with the easterly line of St. Anne Drive, said point of beginning located North 82° 50' 50" East 180.30 feet from the southeast corner of lands now or formerly of Forge Hill Realty at the intersection of said easterly line of Forge Hill Realty with the northerly line of Route 94; thence from said point of beginning and along the easterly line of St. Anne Drive, North 21° 03' 20" West 147.0 feet to a point, said point being in the line of land now or formerly of Schoonmaker Brothers; thence along the line of said lands of Schoonmaker Brothers, North 68° 56' 40" East 125.0 feet to a point; thence through lands now or formerly of Warmers on the next two courses, South 21° 03' 20" East 100.0 feet to a point and South 34° 59' 30" East 85.55 feet to a point in the northerly line of Route 94; thence along the northerly line of Route 94, South 82° 50' 50" West 150.0 feet to the point of beginning.

same being premises conveyed to Grantor by deed dated October 1, 1964, of record in the office for recording of deeds in Orange County, New York in Deed Book Liber 1696, page 430:

Together with the appurtenances and all improvements, equipment and personal property thereon and all the estate and rights of Grantor in and to said premises, except: Phillips 66 signs and indicia and credit card imprinters, if any.

Grantor makes no warranty, covenant or representation of any kind, either express or implied, as to the quality, condition or fitness of the improvements, equipment and personal property covered hereby for any purpose, and Grantee, by its acceptance hereof, so acknowledges and accepts same in their present condition and waives the benefit of any covenant or warranty as may be implied by law.

Tanks and equipment covered hereby may contain flammable liquids and/or gases and may have contained flammable leaded gasoline. Same should not be used, for storage or otherwise, of any substance whatsoever, liquid or otherwise, for human or animal internal consumption or skin contact or any other use that would later involve such consumption or contact or any other use that would be injurious to any person or animal.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, the heirs or successors and assigns of Grantee, forever, and Grantor covenants that Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except and this deed is subject to current taxes and assessments which are assumed by Grantee, such matters as may be disclosed by an accurate survey, rights of way, easements, reservations and restrictions of record, if any, governmental regulations applicable to the premises, rights of way and easements for public utilities, if any, and any streets, roads or highways abutting the premises or within the boundaries of which any portion of the above described premises and property may be located and to the rights of the public therein, and to the following: Easement for public sewer dated January 28, 1971 from Grantor to the Town of Windsor of record in Liber 1867 of Deeds, page 601, and Easement to Central Hudson Gas & Electric Corporation and New York Telephone Company dated October 23, 1963 from Phillips Petroleum Company.

Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed and these presents to be signed by one of its duly authorized officers the day and year first above written.

In Presence of:

REPROCO, INC.

By

Witness

Vice President

ATTEST:

Witness

covered hereby for any purpose, and Grantee, by its acceptance hereof, so acknowledges and accepts same in their present condition and waives the benefit of any covenant or warranty as may be implied by law.

Tanks and equipment covered hereby may contain flammable liquids and/or gases and may have contained flammable leaded gasoline. Same should not be used, for storage or otherwise, of any substance whatsoever, liquid or otherwise, for human or animal internal consumption or skin contact or any other use that would later involve such consumption or contact or any other use that would be injurious to any person or animal.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, the heirs or successors and assigns of Grantee, forever, and Grantor covenants that Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except and this deed is subject to current taxes and assessments which are assumed by Grantee, such matters as may be disclosed by an accurate survey, rights of way, easements, reservations and restrictions of record, if any, governmental regulations applicable to the premises, rights of way and easements for public utilities, if any, and any streets, roads or highways abutting the premises or within the boundaries of which any portion of the above described premises and property may be located and to the rights of the public therein, and to the following: Easement for public sewer dated January 28, 1971 from Grantor to the Town of Windsor of record in Liber 1867 of Deeds, page 601, and Easement to Central Hudson Gas & Electric Corporation and New York Telephone Company dated October 23, 1963 from Phillips Petroleum Company.

Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed and these presents to be signed by one of its duly authorized officers the day and year first above written.

In Presence of:

REPROCO, INC.

By

Witness

Vice President

ATTEST:

Witness

Assistant Secretary

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

On the _____ day of _____, 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at No. _____, Bartlesville, Oklahoma, 74003, that he is a Vice President of REPROCO, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

(Seal)

My commission expires: _____

Notary Public,
State of Oklahoma

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

AUTHENTICATION

I, _____, Clerk of the District Court in and for said County, said Court being a Court of Record having a seal, do hereby certify that _____, who signed the Certificate of Proof of Acknowledgment upon the foregoing instrument, was at the time of taking such proof or acknowledgment, a Notary Public in and for the State of Oklahoma at Large, and a person duly authorized by the laws of said state to take the same and to take proof and acknowledgements of deeds to be recorded therein, and I am well acquainted with the handwriting of such person, and I verily believe that the signature to said Certificate of Proof of Acknowledgment is genuine, and certify that the seal of such person is not required by law to be filed in my office.

Witness my hand and official seal this _____ day of _____, 1972.

(SEAL)

Clerk of
the District Court in and for Wash-
ington County, State of Oklahoma

On the _____ day of _____, 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at No. _____, Bartlesville, Oklahoma, 74003, that he is a Vice President of REPROCO, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

(Seal)

My commission expires: _____

Notary Public,
State of Oklahoma

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

AUTHENTICATION

I, _____, Clerk of the District Court in and for said County, said Court being a Court of Record having a seal, do hereby certify that _____, who signed the Certificate of Proof of Acknowledgment upon the foregoing instrument, was at the time of taking such proof or acknowledgment, a Notary Public in and for the State of Oklahoma at Large, and a person duly authorized by the laws of said state to take the same and to take proof and acknowledgements of deeds to be recorded therein, and I am well acquainted with the handwriting of such person, and I verily believe that the signature to said Certificate of Proof of Acknowledgment is genuine, and certify that the seal of such person is not required by law to be filed in my office.

Witness my hand and official seal this _____ day of _____, 1972.

(SEAL)

Clerk of
the District Court in and for Wash-
ington County, State of Oklahoma

EXHIBIT B

Attached to and made a part of Agreement for Sale of Real Estate
dated May, 1976, between _____
REPROCO, INC., as Seller, and RUDOLF PIZZONIA and MARY ANN
PIZZONIA, his wife and PIZZONIA, his wife
FRANK PIZZONIA and EVELYN, as Buyer.

SPECIAL TERMS AND PROVISIONS

1. It is agreed that the closing of this transaction shall be on or before 90 days from the date Seller signs this Agreement.
2. Buyer and Seller represent and warrant that neither Buyer nor Seller has dealt with any broker in connection with the sale of the Premises covered by this Agreement and that no broker brought about this sale or is involved in this sale in any way.
3. In the event the structure on the Premises is substantially damaged or destroyed by fire or other casualty prior to closing, Buyer may complete the purchase hereunder with no reduction in purchase price or cancel this Agreement by written notice to Seller within 10 days after such damage or destruction. On the event of such cancellation, this Agreement shall become null and void and the parties hereto relieved of all obligations hereunder, and the earnest money, if any, of Buyer shall be returned to Buyer.
4. It is understood that Buyer intends to use the Premises for an automotive repair shop and service station, and it shall be the responsibility of Buyer to obtain such zoning, permits and approvals for such use, at its own cost, and that Buyer will pursue obtaining same with due diligence and without delay. In the event necessary zoning, permits and approvals for such use are not obtained within 60 days from the date a copy of this Agreement signed by Seller is delivered to Buyer, then either party hereto may cancel this Agreement by written notice to the other and both shall thereupon be relieved of all obligations hereunder, and the earnest money will be returned to Buyer.
5. Seller will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate of the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed shall contain a recital sufficient to establish compliance with this section.
6. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the Orange County Clerk for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law.
7. Buyers shall have the right to inspect the building and premises on the date of closing.

Attached to and made a part of Agreement for Sale of Real Estate
dated May, 1976, between
REPROCO, INC., as Seller, and RUDOLF PIZZONIA and MARY ANN PIZZONIA, his wife and PIZZONIA, his wife
FRANK PIZZONIA and EVELYN, as Buyer.

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7. Buyers shall have the right to inspect the building and premises on the date of closing.

AGREEMENT

The undersigned is purchasing certain real and personal property located in Town of New Windsor, Orange County, New York which was formerly utilized as a gasoline service station and merchandise store and was formerly supplied gasoline and other petroleum products by Phillips Petroleum Company. The undersigned hereby recognizes and agrees that the purchasing of such property shall not constitute an assignment of, nor create any gasoline or other petroleum product allocation rights between the undersigned and Phillips Petroleum Company, that Phillips Petroleum Company has no obligation to supply gasoline or other petroleum products, and that Phillips Petroleum Company will not supply gasoline or other petroleum products to the undersigned, its successors and assigns. The undersigned further waives any right it may have to any such allocation rights and to any right it may have to have gasoline or other petroleum products supplied to the above mentioned property by Phillips Petroleum Company.

The undersigned agrees that it has not been authorized, either expressly or impliedly, to sell or offer for sale any products under Phillips Petroleum Company's trademarks or brands; that it is not, and shall not by this agreement become a jobber, distributor, retailer, dealer, franchisee, or consignee of Phillips Petroleum Company for any purpose whatsoever, of, or for Phillips Petroleum Company products; and that it will not use any brand or mark, or any building decor, design, color scheme or graphics, or other device or method whatsoever, deceptively similar to those used by Phillips Petroleum Company, which would lead the public to conclude that they are purchasing Phillips Petroleum Company trademarked or branded products.

property located in Town of New Windsor, Orange County, New York

which was formerly utilized as a gasoline service station and merchandise store and was formerly supplied gasoline and other petroleum products by Phillips Petroleum Company. The undersigned hereby recognizes and agrees that the purchasing of such property shall not constitute an assignment of, nor create any gasoline or other petroleum product allocation rights between the undersigned and Phillips Petroleum Company, that Phillips Petroleum Company has no obligation to supply gasoline or other petroleum products, and that Phillips Petroleum Company will not supply gasoline or other petroleum products to the undersigned, its successors and assigns. The undersigned further waives any right it may have to any such allocation rights and to any right it may have to have gasoline or other petroleum products supplied to the above mentioned property by Phillips Petroleum Company.

The undersigned agrees that it has not been authorized, either expressly or impliedly, to sell or offer for sale any products under Phillips Petroleum Company's trademarks or brands; that it is not, and shall not by this agreement become a jobber, distributor, retailer, dealer, franchisee, or consignee of Phillips Petroleum Company for any purpose whatsoever, of, or for Phillips Petroleum Company products; and that it will not use any brand or mark, or any building decor, design, color scheme or graphics, or other device or method whatsoever, deceptively similar to those used by Phillips Petroleum Company, which would lead the public to conclude that they are purchasing Phillips Petroleum Company trademarked or branded products.

EXECUTED this _____ day of _____, 19____,

WITNESS:

Mary Ann Pizzonia
Rudolph Pizzonia
RUDOLPH PIZZONIA
Frank Pizzonia
FRANK PIZZONIA

BUYER